

**Present:**  
**Mr. Justice S M Kuddus Zaman**  
**And**  
**Mr. Justice Sayed Jahed Mansur**

**CIVIL RULE NO.233(F) of 2019.**

Redwanul Karim Ansari

**...Petitioner**

**-Versus-**

Bangladesh Bank and others

**...opposite parties**

No one appears

**...For the petitioner**

Mr. Abul Bashar Tutul, Advocate

**...For the opposite party No.11**

**Heard & Judgment on: 03.09.2025.**

**S M Kuddus Zaman, J**

This Rule was issued calling upon the defendant-respondent-opposite parties to show cause as to why they should not be restrained by an order of injunction from sending/inclusion/publication of the name of the plaintiff in the CIB report of Bangladesh including/publishing/showing him as defaulter in connection with all credit facilities advanced by the defendant-respondent Nos.6-11 to the defendant Nos.3-5 till disposal of the F.A. No.204 of 2019 and/or pass such other or further order or orders as to this Court may seem fit and proper.

Facts in short are that the petitioners as plaintiffs instituted Title Suit No.177 of 2019 against six Banking companies/Financial Institutions

namely Karim Leathers Ltd, Kamtex Ltd, International Holdings Limited, Janata Bank Limited, Mutual Trust Bank Limited, Shahjalal Islami Bank Limited and the Bangladesh Bank for a declaration that classifying the loan accounts of the plaintiffs and designating the plaintiffs as loan defaulters and sending their names to the Bangladesh Bank for publication in the CIB report were illegal and unlawful.

In above suit the plaintiffs filed a petition under order 39 Rule 1 of the Code of Civil Procedure, 1908 for an order of temporary injunction against above defendants so that they cannot classify the plaintiffs as defaulters in paying above loan and send their names to the Bangladesh Bank for publication in the CIB report.

On consideration of submissions of the learned Advocate for the plaintiffs and materials on record the learned Joint District Judge rejected above petition.

Being aggrieved by and dissatisfied with above order the plaintiffs as appellants preferred First Appeal Tender No.318 of 2019 and in above appeal submitted a petition for ad-interim injunction and obtained this rule and an ad-interim order of injunction.

No one appears on behalf of the petitioner at the time of hearing.

Mr. Abul Bashar Tutul learned Advocate for the opposite parties submits that above appeal, the impugned order of ad-interim injunction and above Title Suit No.177 of 2019 are barred by Article 41 (1) of the Bangladesh Bank order 1972.

We have considered the submissions of the learned Advocate for the opposite parties and carefully examined all materials on record.

Undisputedly the plaintiffs obtained several loans of huge amount of money from six separate banks, Karim Leathers Ltd, Kamtex Ltd, International Holdings Limited, Janata Bank Limited, Mutual Trust Bank Limited, Shahjalal Islami Bank Limited, defendant Nos.2-11.

Above loans were approved and disbursed pursuant to separate loan agreements between the petitioners and opposite party Banks separately specifying the terms and conditions as to the mode of disbursement of the loan money, schedule of repayment of above loans and all other related issues. It is not understandable as to how the plaintiffs could file one single suit for disputes

arising out of separate loan agreements with twelve separate Banks.

If a loanee or loan receiver fails to repay the loan according to the payment schedule agreed upon by the parties in the loan agreement he is designated as a defaulter. The relation between the parties to this petition and the nature of their dispute are contractual arising out of loan agreements. In a case involving contractual dispute an order of temporary injunction is not a just, equitable and appropriate remedy.

In this application under Order 39 rule 1 of the Code of Civil Procedure the petitioners in fact sought the remedy of the original appeal without establishing their claims, allegations or status by legal evidence at trial.

As far as the publication of the CIB report by the Bangladesh Bank is concerned above jurisdiction of the Bangladesh Bank has been provided by Article 41(1) of the Bangladesh Bank Order 1972. Above Article of the Bangladesh Bank Order has explicitly barred the jurisdiction of a civil court from entertaining any suit or case challenging any action of the Bangladesh Bank initiated under above Article of the Order.

In above view of Article 41 of the Bangladesh Bank Order, 1972 and materials on record we hold that the plaintiffs petition under Order 39 Rule 1 of the code of Civil Procedure for an order of injunction against opposite parties four banks restraining the opposite parties-banks from classifying the petitioners as loan defaulters and sending their loan status to the Bangladesh bank for publication in the CIB report is barred by Article 41(1) of the Bangladesh Bank Order 1972 and the learned Joint District Judge on correct appreciation of facts and circumstances of the case and relevant laws rightly rejected above petition which calls for no interference.

In above view of materials on record we are unable to find any substances in this First Miscellaneous Appeal and the rule issued in this connection is liable to be discharged.

In the result, the rule is discharged.

The ad-interim order passed at the time of issuance of the rule is hereby vacated.

Let a copy of this judgment be transmitted down at once.

**Sayed Jahed Mansur, J**

**I agree.**

Md. Kamrul Islamn  
Assistant Bench Officer